

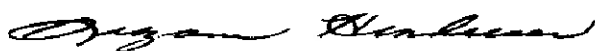
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Tarrant County Texas

Official Public Records

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT TO OIL AND GAS LEASE

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
 COUNTY OF TARRANT §

WHEREAS, on **June 9th, 2007**, a No Surface Use Oil and Gas Lease was entered into by and between **Lamont Dwight Frawley and Mary Kathleen Frawley, Husband and Wife**, whose address is 3216 S Bowen Rd, Arlington, TX 76015, herein called ("Lessor") and **Boterra Resources, LLC**, whose address is P.O. Box 8462, Edmond, Oklahoma 73083-8462, hereinafter called ("Lessee"); said Oil and Gas Lease (the "Lease") is evidenced by a Memorandum of Paid Up Oil and Gas Lease (the "Memorandum") which is recorded in the Official Public Records of Tarrant County, Texas as **D207253389**; and,

WHEREAS, Boterra Resources, LLC. assigned all of its right, title and interest in and to the Lease to Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, whose address is 6100 North Western Avenue, Oklahoma City, Oklahoma 73118; and;

WHEREAS, Total E&P USA, Inc., whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas, 77002, acquired an undivided 25% of Chesapeake's working interest in the aforementioned Lease; and;

WHEREAS, ⁽¹⁾ Neither the Lease nor the Memorandum included a legal description; and ⁽²⁾ Lessor(s), Chesapeake Exploration, L.L.C. and Total E&P USA, Inc., their successors and/or assigns wish to amend the pooling provision as set forth in Exhibit "A" of the original Lease; and,

WHEREAS, the Lessor(s), Chesapeake Exploration, L.L.C. and Total E&P USA, Inc., their successors and/or assigns, desires to amend said Oil and Gas Lease as set forth below:

NOW THEREFORE, in consideration of the leased premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do(es) hereby amend the Oil and Gas Lease (the "Lease") and the Memorandum as follows:

1) Add the following legal description to the Lease and Memorandum:

0.980 acres, more or less, situated in the Leonard Randal Survey, A-1311, and being Lot 8A2-A, Block 4, of Dalworthington Gardens Addition, an addition to the City of Dalworthington Gardens, Tarrant County, Texas, according to the map or plat thereof recorded in Volume 388-A, Page 105, Plat Records, Tarrant County, Texas.

0.061 acres, more or less, situated in the Leonard Randal Survey, A-1311, and being Lot 8A3, Block 4, of Dalworthington Gardens Addition, an addition to the City of Dalworthington Gardens, Texas, Tarrant County, according to the map or plat thereof recorded in Volume 388-A, Page 105, Plat Records, Tarrant County, Texas

2.353 acres, more or less, situated in the Leonard Randal Survey, A-1311, and being Lot 9R2, Block 4, of Dalworthington Gardens Addition, an addition to the City of Dalworthington Gardens, Tarrant County, Texas, according to the map or plat thereof recorded in Volume 388-A, Page 105, Plat Records, Tarrant County, Texas; and,

2) Delete Paragraph 24(c) as set forth in Exhibit "A" of said Lease in its entirety and reinstate Paragraph 6 of said original Lease.

Lessor(s) do(es) hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease, as amended, remains in full force and effect. Lessor does hereby lease, let, and demise to Lessee, its successors and assigns, the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as amended.

Lessor(s) further acknowledge the Oil and Gas Lease and Memorandum as amended to be valid and subsisting and in full force and effect and all of the rights granted to Lessee under the Oil and Gas Lease and Memorandum shall continue in full force and effect as to the terms and provisions of the Oil and Gas Lease and Memorandum.

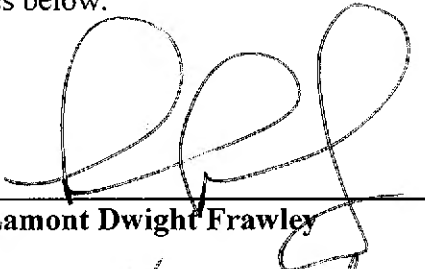
This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

In the event of a conflict between the provisions contained in this instrument and any other provisions contained in the Lease or Memorandum, the provisions contained in this instrument shall prevail to the extent of such conflict; in all other respects the Lease and Memorandum shall remain in full force and effect.

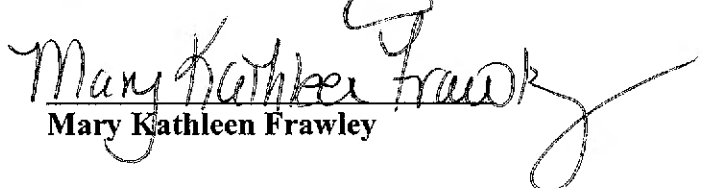
IN WITNESS WHEREOF, this instrument is executed as of the date of acknowledgment of signatures below.

Lessor:

By:


Lamont Dwight Frawley

By:


Mary Kathleen Frawley

Lessee(s):

CHESAPEAKE EXPLORATION, L.L.C.

By:

Henry J. Hood, Sr. Vice President
Land and Legal & General Counsel

TOTAL E&P USA, INC., a Delaware corporation

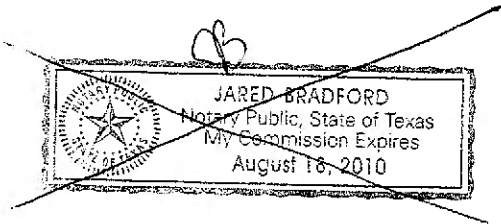
By:

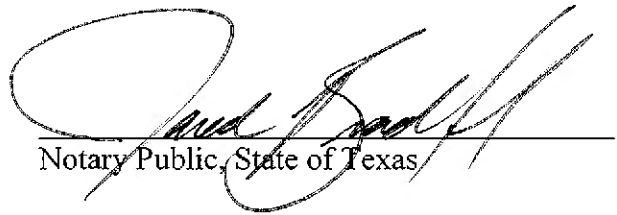
Eric Bonnin, Vice President
Business Development and Strategy

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 5TH day of OCTOBER 2010,
by **Lamont Dwight Frawley**.



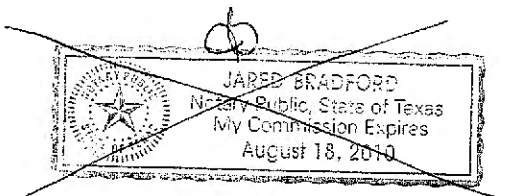

Notary Public, State of Texas

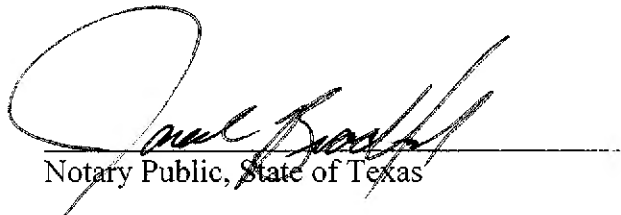


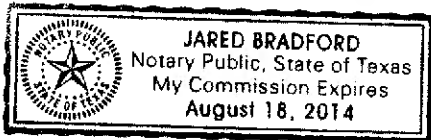
ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 5TH day of OCTOBER 2010,
by **Mary Kathleen Frawley**.




Notary Public, State of Texas



ACKNOWLEDGMENT

STATE OF _____ §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on the _____ day of _____, 2010, by **Henry J. Hood, Sr. Vice President – Land and Legal & General Counsel**, on behalf of **CHESAPEAKE EXPLORATION, L.L.C.**

Notary Public in and for The State of _____

STATE OF _____ §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by **Eric Bonnin as Vice President – Business Development and Strategy** of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and behalf of such corporation.

Notary Public in and for The State of _____